

**Board of Selectmen Meeting** - Tuesday, June 28, 2016. 7:35 p.m.  
116 Main Road, Tyringham

Present-- James Consolati, Christopher Johnson & Matthew Puntin  
Others present - Molly Curtin-Schaefer & (see attached list)

Mail was read, Treasury warrants were approved, previous minutes were approved.

PUBLIC COMMENT: - NONE-

**FIRE COMPANY:**

Charles Slater was in to discuss the response to a fire alarm at Goose Pond on May 29, 2016. The official record from Chief Roosa shows no response from Tyringham for twelve minutes and Lee Fire was called. Charles Slater submitted a statement regarding this issue (see attached). Mr. Slater stated radio transmissions are never consistent and tones are not always heard. Jim Consolati will discuss this issue with Chief Roosa.

**ANNUAL APPOINTMENTS:**

It was moved and seconded that the attached list of applicants were appointed/reappointed. There were exceptions made to the positions of Emergency Manager, Fire Chief, 1<sup>st</sup> Asst. Fire Chief, Public Information Officer and after a discussion it was moved and seconded, no opposition to reappoint those positions as listed. Charles Slater was asked to submit a medical clearance to continue in his capacity as Fire Chief.

**BRIDGE - GILL ENGINEERING:** A discussion ensued regarding the 3 bridges in Town that need repair. Monterey Road Bridge may be repaired by the state according to MassDOT. Jerusalem Road Bridge had a repair and is in need of other "non-critical" repairs. Main Road Bridge – T-10-002 (near 144 Main Road) was discussed. Gill Engineering submitted a price of \$27,065.00 for the bridge scour repair design. Motion made and seconded with no opposition to award Gill Engineering the job for professional services.(see attached)

**LIBRARY ROOF:** The Town is looking into funding to cover the \$48,000 deficit to cover the costs of the new tile roof.

**CARPENTRY WORK:** Larry Gould stated Henry Kirchdorfer was in to discuss this job. They will meet and more information will be forwarded to the Board.

**HIGHWAY DEPARTMENT:**

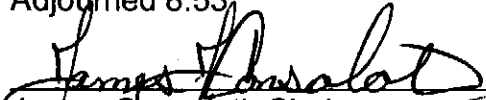
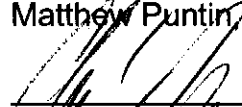
Main Road culvert: Matthew Puntin stated this culvert replacement will need a formal permit thru the Conservation Commission.

Highway Department Hours - It was approved that the department work from 6:30 – 3:00 for the summer.

John Howard made a statement – A vote taken a few years ago, it was an 8-7 vote and a new chief was elected. 5 members left and 1 came back. The new chief has done a good job. The department is now a 25% younger group. Capital improvements have been made.

Everett Fennelly stated he stands behind his letter he submitted at the last meeting.

Adjourned 8:53

  
James Consolati, Chairman  
Matthew Puntin, Clerk  
Christopher Johnson, Member

**Tyringham Fire Company**

**P O Box 319**

**Tyringham, MA 01264**

**413-243-0448**

**EIN: 04-240-1364**

**June 28, 2016**

**Board of Selectmen**

**Tyringham, MA 01264**

**Dear Sirs:**

I am responding to the letter to the Board by the current EMD. The letter lacks accuracy and facts. I would like to know when the alleged incidents occurred when response time took 10 to 15 minutes.

The incident on 5-29-16 was as much an issue of poor radio transmissions as it was about all the Chiefs being out of town, at a function, which they were not. One Chief was here, but his tones did not activate. He learned of the call through garbled radio transmissions, found out that Lee FD went and relayed the information to members that there had been a false fire alarm call. The call came in @14:43 hrs. Second dispatch @ 14:45 hrs. The dispatcher called my cell @ 14:51 hrs. Leaving a message inquiring if the tones had gone off. The dispatcher wrote a narrative @ 14:59 hrs., that after a third set of tones; she dispatched LFD and called MSP. Total time of incident was 16 minutes. The protocol at dispatch worked and there is no need to incite fear in the residents of Tyringham.

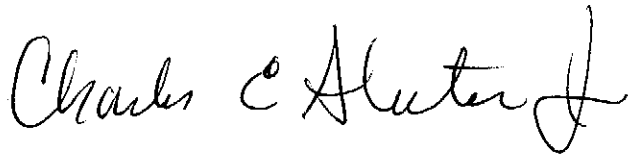
In general, our response times are equal to or better than surrounding towns and towns of our size. We constantly encourage people to join the department. Membership is a constant concern for all Fire departments in the county.

In the matter of the Eversource officials meeting, it was a training meeting on the utilities procedures, policies and viewing real life practices in the field. We all had our pagers and phones on us to respond to any incident, if needed. The information given at this meeting was well worth the time for our officers. The EMD followed the same philosophy years earlier when

all members attended FireFighter 1 classes in Lenox on Monday nights and many members attended ICS classes in Monterey.

In general, the residents of Tyringham have responded well to the work and services the fire company provides. They have thanked the members and contributed nearly \$18,000 in the last year to the Company to show their continued faith in us. Do not let the negativism of a few people affect your view of the good work done by a dedicated crew for the Town. Times change and people must be able to adapt to change and move on. The Fire Company does this and continues to improve for the betterment of all residents.

Thank you,

A handwritten signature in cursive script that reads "Charles E Slater Jr". The signature is written in black ink and is positioned below the "Thank you," text.

Charles E Slater, Jr.

Fire Chief



Gill Engineering Associates, Inc.  
63 Kendrick Street  
Needham, MA 02494  
www.gill-eng.com  
781-355-7100

Client: Matt Puntin  
Town of Tyringham-Office of the Selectmen  
P.O. Box 442  
Tyringham, MA 01264  
413-443-3537 Ext. 116

**PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES**  
Bridge T-10-002, Main Road over Hop Brook  
Bridge Scour Repair Design

**SCOPE OF SERVICES**

Hourly Direct Labor Rate

**Hydraulic Engineering**  
Field Inspection  
Hydraulic Data Collection and Review  
    Historic Data  
    Stream Survey  
    Upstream/Downstream Structures  
    Review Existing HEC-RAS Model  
Perform Hydrology  
Run Proposed Conditions Analyses  
Perform Scour Analysis  
Design Scour Countermeasures  
Prepare Hydraulic Report  
Prepare Scour Repair Plans Bridge T-10-002  
Prepare Special Provisions & Cost Estimate  
QC Review and Submittal  
Respond to MassDOT Chapter 85 Review and Resubmit  
**Permitting**  
Submit RDA to Tyringham Conservation Commission  
Submit MESA Checklist & Documentation  
Attend 2 ConComm & 1 MassDEP Meetings  
**Construction Phase Services**  
Attend Pre-Bid Meeting  
Provide Guidance to Town during Construction  
Review Contractor Submissions  
Respond to Contractor Requests for Information  
Final Inspection

Labor-Hours						Labor Cost @ Mult. = 2.5
Principal	Principal Engineer	Senior Engineer	Engineer	Assistant Engineer	Total	Total
\$63.00	\$63.00	\$50.00	\$40.00	\$32.00		
	8	-		8	16	\$ 1,900
						\$ -
	1			6	7	\$ 638
	2			1	3	\$ 395
	2			1	3	\$ 395
	2			1	3	\$ 395
	2			12	14	\$ 1,275
	2			8	10	\$ 955
	1			4	5	\$ 478
	2			6	8	\$ 795
	6			12	18	\$ 1,905
2	6	-		12	20	\$ 2,220
	8			10	18	\$ 2,060
	4			8	12	\$ 1,270
1	4	-		4	9	\$ 1,108
						\$ -
	4			8	12	\$ 1,270
	4			8	12	\$ 1,270
2	16				18	\$ 2,835
						\$ -
	6				6	\$ 945
	8			4	12	\$ 1,580
	3			4	7	\$ 793
	4	-			4	\$ 630
	6				6	\$ 945
						\$ -
						\$ -
5	101	-	-	117	223	\$ 26,055

**TOTAL HOURS AND LABOR COST**

**DIRECT EXPENSES**

Printing/Postage/Delivery	\$ 150
Travel	\$ 560
MESA Application Fee	\$ 300
<b>TOTAL EXPENSES</b>	<b>\$ 1,010</b>

**TOTAL LUMP SUM FEE \$ 27,065**

Client: Matt Puntin

Town of Tyringham-Office of the Selectmen  
P.O. Box 442  
Tyningham, MA 01264  
413-443-3537 Ext. 116

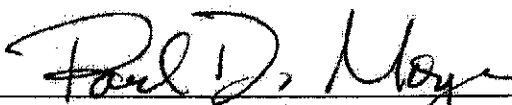
**PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES**

Bridge T-10-002, Main Road over Hop Brook  
Bridge Scour Repair Design

**BASIS OF PROPOSAL / ASSUMPTIONS**

1. Services to be Provided: preparation of repair plans for a scour repair contract for the Main Road Bridge to be bid by the Town of Tyringham.
2. Field Inspection: hands-on inspection using waders to access the stream bed beneath the Main Road Bridge. Inspection will be for the purpose of verifying existing riprap limits. This will not be a full inspection complying with National Bridge Inventory Standards.
3. Design Standards: 2013 MassDOT Bridge Manual and AASHTO Standard Specifications for Highway Bridges.
4. Right of Way: It is assumed that all work will be performed within the existing Right of Way and that no easements or land takings will be required.
5. Permitting: This scope of work and level of effort is based upon the following tasks and assumptions. Should any of these assumptions prove to be invalid, any required additional effort will be covered under supplemental agreement.
  - a. Gill will submit a Request for Determination of Applicability to the Tyningham Conservation Commission. It is assumed that the Commission will conclude that the proposed construction will not be subject to the provisions of the Wetlands Protection Act.
  - b. Gill will submit an Massachusetts Endangered Species Act application and checklist to the Massachusetts Division of Fisheries and Wildlife. It is assumed that no further action will be necessary.
  - c. Gill will attend up to 2 meetings with permitting agencies in support of the permitting effort.
6. Design Concept: It is assumed that the project will consist of repairing the undermining of the left (west) abutment footing using grout filled bags and tremie concrete, followed by placement of crushed stone, filter fabric, and a 3 foot thick layer of MassDOT riprap scour protection.
7. Traffic Control: It is assumed that the traffic control required during construction will be limited to an intermittent single lane of alternating traffic.
8. Specifications: GEA will provide material and construction requirements as notes on the plans, with reference to MassDOT Standard Specifications. All General Conditions, Special Conditions and Bld or Contract Documents will be prepared by the Town.
9. Deliverables: GEA will prepare the following deliverables listed below and forward to the Town in pdf format. Any required printing will be done by the Town.
  - a. Plans
  - b. Hydraulic Report
  - c. Special Provisions
  - d. Cost Estimate

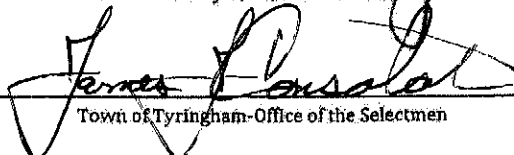
SIGNED



6/8/2016

Paul D. Moyer, PE, Vice President

AGREED AND ACCEPTED\*



Town of Tyningham-Office of the Selectmen

\* Signature constitutes acceptance of attached Terms and Conditions

## **Terms and Conditions**

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for GEA to proceed with the Services, unless otherwise provided for in this Agreement.

2. **DIRECT EXPENSES.** GEA's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at GEA's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by GEA.

3. **COST ESTIMATES.** Any cost estimates provided by GEA will be on a basis of experience and judgment. Since GEA has no control over market conditions or bidding procedures, GEA does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

4. **PROFESSIONAL STANDARDS.** GEA shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, GEA will reperform the deficient Services at no cost to the CLIENT, and GEA shall have no liability for repair or replacement, construction rework or other costs. GEA makes no warranty, expressed or implied.

5. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by GEA if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and GEA. In the absence of an express agreement about compensation, GEA shall be entitled to an equitable adjustment to its compensation for performing such additional services.

6. **LIMITATION OF LIABILITY.** Excluding GEA's liability for bodily injury or damage to the property of third parties, the total aggregate liability of GEA arising out of the performance or breach of this Agreement shall not exceed the compensation paid to GEA under this Agreement. Notwithstanding any other provision of this Agreement, GEA shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant, its employees, or subconsultants.

7. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

8. **PAYMENT TERMS.** Monthly invoices will be issued by GEA for all Services rendered under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to GEA, and if such interest exceeds the principal balance of CLIENT's indebtedness to GEA, will be returned to CLIENT.

9. **TERMINATION FOR NON-PAYMENT OF FEES.** Without limiting any other remedy that may be available, GEA may terminate this Agreement by giving written notice if any GEA invoice remains unpaid for more than 30 days. GEA's right to terminate this Agreement shall not be waived by GEA's continued performance during any period of investigation by GEA to determine the reasons for CLIENT'S nonpayment.

10. **LEGAL EXPENSES.** In the event legal action is brought by GEA to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay GEA reasonable amounts for fees, costs and expenses as may be set by the court.

11. **CONSTRUCTION PHASE SERVICES.** If this Agreement includes the furnishing of any Services during the construction phase of the project, the following terms will apply: (a) If GEA is called upon to observe the work of CLIENT's construction contractor(s) for the detection of defects or deficiencies in such work, GEA will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. GEA shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards. (b) If GEA is called upon to review submittals from construction contractors, GEA shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The GEA's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the GEA's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities. (c) GEA shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. GEA shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the construction contractor(s). (d) All contracts between CLIENT and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of CLIENT and GEA, in a form satisfactory to GEA.

12. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

13. **FORCE MAJEURE.** Any delays in or failure of performance by GEA shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of GEA. In the event that any event of force majeure as herein defined occurs, GEA shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

14. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, GEA may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by GEA to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without GEA's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.

FY17 Appointment List July 1, 2016 thru June 30, 2017

<b>Position</b>	<b>Applicant</b>	<b>Term</b>
<b>Accounting officer</b>	M. Curtin-Schaefer	1 year
<b>Cultural Council</b>	Steve Rubin	Sep-16
	Molly Cosel	new
	Ed Nardi	new
	Larry Bravo	
	Marylou Bradley	
	Denise Hoefer	
<b>Bd of Appeals</b>	Stephen Baluk	2013-2016
	Steve Hodgins	2013-2016
<b>Berk Regional Planning Commission</b>		
<b>Selectmen Alternate</b>	Sarah Hudson	annually
<b>Transportation Advisory Committee VACANT</b>		
<b>Pland Bd Delegate</b>	vacant	annually
<b>Broadband Committee</b>		Annually
	Holly Ketron	
	Tonio Palmer	
	Margaret Howard	
	Paula Bradley	
	Louisa Gilder	
	Steve Cohen	
	Bill Cosel	
<b>MLP Manager</b>	Christopher Johnson	
<b>Highway Bldg Comm.</b>		Annually
	Margaret Howard	
	Catha G. Rambusch	
	Matthew Puntin	
	Henning Carlson	
<b>Community Emergency Response Coordinator</b>		
HAZ MAT (always Fire Chief) Charles Slater, Jr		Annually
<b>Conservation Commission</b>		



	William Dilloff	16-19
	Mark Curtin	16-19
<b>CONSTABLES</b>	Richard Loring	annually
	Molly Curtin-Schaefer	annually
	Mark Curtin	
<b>COUNCIL ON AGING</b>		Annually
	Barbara Adams	
	Thomas Fennelly	
<b>E-911 Committee</b>	Molly Curtin Schaefer	Annually
	Mimi Crandall	
<b>EMD</b>		
<b>Emergency Management Coordinator/Director</b>		
	James Curtin	Annually
	Molly Curtin Schaefer	
<b>Equipment Committee</b>		Annually
	Richard Loring	
	Christopher Johnson	
	Carl Curtin	
	Bill Ketchen	
	Henning Carlson	
	Michael Curtin	
<b>Fence Viewer</b>	Charles Slater, Jr.	Annually
	Louisa Gilder	
<b>Finance Committee</b>	<i>Roger Ketrin</i>	15-18
	Tonio Palmer	2016-2019
<b>Fire Chief</b>	Charles Slater Jr.	Annually
<b>Dpty Fire Chief</b>	Rob Kimberly	Annually
<b>1st Asst Fire Chief</b>	Andrew Slater	Annually
<b>2nd Asst Fire Chief</b>	William Roche	Annually
<b>Forest Fire Warden</b>	Charles Slater, Jr	Annually
<b>Deputy Forest Fire Warden</b>		
	Rob Kimberly	Annually

- Exception

- Exception

- Exception

<b>Green Committee</b>	Christopher Johnson	Annually
<b>Health Agent</b>	Alan Joyner	Annually
<b>Board of Health</b>	Christopher Johnson	Annually
	James Consolati	
	Matthew Puntin	
<b>Historical Commission</b>		
	Clinton Elliott	2016-2019
	Thomas Dillon	2016-2019
	Maggie Howard	2016-2019
	Mark Curtin	2016-2019
<b>Housing Commission</b>		
	R.Carey McIntosh	2016-2019
<b>Insect &amp; Pest Control Officer</b>		
	Noah Choquette	annually
<b>INSPECTORS</b>		
<b>Building</b>	Larry Gould	Annually
<b>Gas</b>	Dan Collins	Annually
<b>Plumbing</b>	Glenn Wilcox	Annually
	Dan Collins, Asst.	Annually
<b>Wiring Insp.</b>	Richard Aloisi	Annually
	Wm. Roche, Sr.	Annually
<b>Municipal Hearing Officer</b>		
	City of Pittsfield	Annually
<b>Police Chief</b>	Patrick Holian	15-18
<b>Police Officers</b>	Victoria Sorrentino	Annually
	Joseph Delmolino	Annually
	Donald Hopkins	Annually
<b>Police Commission</b>	Charles Slater Jr.	Annually
	Franck Felix	
	Peter Charpentier	Annually
<b>Procurement Officer</b>		Annually
	Molly Curtin-Schaefer	
<b>Public Information Officer</b>		
	James Curtin	Annually

— Exception

<b>Board of Registrars</b>	Molly Curtin-Schaefer	Annually
<b>Road Superintendent</b>		
	Noah Choquette	Annually
<b>Town Counsel</b>	Jeremia Pollard	Annually
<b>Tree Warden</b>	Noah Choquette	Annually
<b>Veterans' Agent</b>	Laurie Hils	Annually
<b>Selectmen Deleg.</b>	<i>Everett Fennelly</i>	Annually
<b>Veterans' Grave Officer</b>		
	Everett Fennelly	Annually

June 28, 2016

To: Tyringham Board of Selectmen

From: James Curtin  
Emergency Management Coordinator

I recently was made aware of the fact that our Fire Chief, Charles Slater, Jr., suffered a major heart attack during this past winter. This information came to me strictly by word of mouth from some town residents and I have no official reports related to this.

However, as Emergency Management Coordinator I am concerned about whether or not he is fit to perform his duties as Fire Chief. From past experience, I know that this can be a very stressful job during an emergency, whether it be fire or medical related.

I recall about 3 years ago one of our police officers had a heart attack and the board requested a medical release from his doctor stating that he was ok to continue and perform his duties as a police officer. He was not cleared by his doctor, and could not return to work, so he resigned his position as police officer.

I am asking if the board has requested a medical release form from his physician clearing him to continue performing his duties as Fire Chief for the Town of Tyringham?

I think it would be in the best interest of the town to get this release before re-appointing him as Fire Chief for the upcoming year. This could potentially be a big insurance liability to the town if he became incapacitated while on duty at a fire or medical emergency if he has not been cleared by his physician.

Thank you,  
James J. Curtin

**BOARD OF SELECTMEN / BOARD OF HEALTH**

Date: June 28, 2016

TIME - \_\_\_\_\_ NAME- John E HOWARD

Fire Chief Charles Slater

Villain Roche

Nina Campus

Giovanni Boivin

Jim Wilusz

Jim Curtin

Kathy Curria

Denise Curtin

Mark J. Curtin

Benjamin Hawick

Reese Palmer

Van C. Choquette

Wesley Kenzely